

# Exhibit A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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LISA VASQUEZ, On Behalf of Her Infant	:
Daughter, J.V.,	:
	:
Plaintiff,	:
-against-	:
	:
SUCCESS ACADEMY CHARTER SCHOOLS,	:
INC.; and SUCCESS ACADEMY CHARTER	:
SCHOOL PROSPECT HEIGHTS,	:
	:
Defendants.	:
	:
----- X	

Case No. 19-cv-05997-FB-CLP

**DEFENDANTS' OFFER OF JUDGMENT**

Pursuant to Fed. R. Civ. P. 68, SUCCESS ACADEMY CHARTER SCHOOLS, INC., and SUCCESS ACADEMY CHARTER SCHOOLS - NYC<sup>1</sup> (collectively, "Defendants"), through counsel, hereby offer to allow judgment to be entered against them on all claims in this action, and in favor of Plaintiff Lisa Vasquez, on behalf of her infant daughter, J.V.,<sup>2</sup> in the amount of sixty thousand dollars (\$60,000.00 USD), under the following conditions:

1. This Offer of Judgment is not to be construed as either an admission that Defendants are liable in this action or that Plaintiff has suffered any damage;
2. In exchange for the judgment entered pursuant to Plaintiff's unconditional acceptance of this Offer of Judgment, Plaintiff releases and forever discharges, in both their personal and representative capacities, Defendants and Defendants' past and present predecessors, successors and assigns, and any and all of Defendants' past or present employees, officers, directors, board members, administrators, contractors, agents, representatives, and assigns from any liabilities, agreements, claims, demands, damages, and causes of action accrued to the date of this Offer of Judgment along with any liabilities, agreements, claims, demands, damages, and causes of action that relate to, arise from, or are in connection with any allegations, claims, or causes of action in the First Amended Complaint and Jury

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<sup>1</sup> The legal entity for the school known as Success Academy Prospect Heights is Success Academy Charter Schools - NYC.

<sup>2</sup> Defendants note that there appear to be inconsistencies in the First Amended Complaint and Jury Demand regarding whether Ms. Vasquez brings this action in both an individual and representative capacity, or solely in a representative capacity. Given the case caption and consistent references to "plaintiff" therein, Defendants construe the First Amended Complaint and Jury Demand as a complaint brought by Ms. Vasquez solely in her representative capacity on behalf of her infant daughter, J.V. To the extent this is inconsistent with Plaintiff's intent, this Offer of Judgment shall apply to all claims brought by Ms. Vasquez, both in her individual and representative capacities.

Demand filed in the above-captioned action (Dkt. No. 31), no matter whether arising or accruing in the past, present or future and no matter whether known or unknown to Plaintiffs; and

3. Defendants agree to pay Plaintiff's costs, including reasonable attorneys' fees allowed by law and approved by the Court, accrued through the date of this Offer of Judgment.

Plaintiff is advised that (1) if this Offer of Judgment is not accepted within fourteen (14) days of service thereof, then the offer will be deemed to have been rejected; and (2) evidence of an unaccepted offer of judgment is inadmissible except in a proceeding to determine costs. Fed. R. Civ. P. 68(b).

Dated: January 28, 2021  
New York, New York

/s/ Aaron M. Safane

Aaron M. Safane

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